

Approved by
Management Board
Microfinance Organization Asian Credit Fund
LLC
Minutes No. __ dated December 2025

**Client Rights and Interests Compliance Policy and Procedures of
Microfinance Organization Asian Credit Fund LLC**

Revision No. 1.0

Almaty, 2025

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1. Terms and Definitions

Annual Effective Rate of Return is an indicator reflecting the total cost of a microcredit, expressed as an annual percentage rate. The indicator includes the microcredit interest, fees and other payments in favour of MFO, as well as the incidental expenses directly related to obtaining and servicing the microcredit.

Agreement - Agreement for provision of a microcredit by Microfinance Organisation Asian Credit Fund LLC between the Client and ACF.

Complaint - a request of a client to eliminate the unlawful actions or omissions of the company and its employees, to restore or protect the violated rights, freedoms or his/her legitimate interests.

Know Your Client (KYC) - An important tool for protecting the interests of the clients, minimising the risks and increasing transparency and security of the financial services. Refers to a set of the procedures and measures aimed at identifying and verifying the identity of a client before providing the financial services. These procedures are an essential element of responsible and secure lending and are used to protect both the microfinance organization itself and its clients.

Client - is a resident of the Republic of Kazakhstan: an individual, individual entrepreneur, legal entity who has entered into a Microcredit Agreement with ACF, or who has applied to ACF with the intention of obtaining a microcredit.

Quality Assurance and Client Support Department (QACSD) - an information and advisory operational service for the requests received through various types of remote calls, including incoming telephone calls, electronic applications. The QACSD is responsible for reception, registration, coordination of work, timely sending and receipt of the applications, preparation of the responses thereto.

MFO - microfinance organization/organizations

Unfair practices - cases of misleading the Client, restricting his/her right to free choice, violating the principles of transparency, good faith and respectful treatment, or creating a risk of causing the financial or reputational damage to the client.

Do no harm - a strategy that defines ACF approach to preventing and mitigating the social risks associated with use of its products and services, including possible negative consequences for the clients and their households, human rights violations, and risks of corruption and bribery.

Application - an individual or collective, written, oral or in the form of an electronic document, proposal, statement, request, complaint, video message or response sent by a Client to ACF.

The Company's official website is the Company's website hosted on the information and telecommunications network (www.asiancreditfund.com/ <https://www.acfund.kz/>).

Advertising – information disseminated by any means, in any form and using any means, addressed to an indefinite group of the persons and aimed at drawing attention to the object of advertising, forming or maintaining interest in it and promoting it at the market.

Employee - a natural person who has an employment relationship with ACF and directly performs the works under an employment contract.

Essential terms of the Agreement - the amount and term of the microcredit, the interest rate (in annual per cent and Annual Effective Rate of Return), the amount of overpayment on the microcredit as of the date of the customer's application, the amount of the fees and other expenses related to obtaining and servicing (repaying) the microcredit, draft microcredit repayment schedules (using the differentiated payments and annuity payments), information about the client's liability and possible risks in the event of failure to fulfil the obligations under the Agreement, information about liability of the pledgor/guarantor/surety (if any), information on collateral (if any).

Microfinance Organization Asian Credit Fund LLC – ACF, Company.

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2. General Provisions

- 2.1. This client rights protection Policy of MFO Asian Credit Fund LLC (hereinafter referred to as the Policy) defines the general principles of interaction with the clients and protection of their rights and interests, which are guided by MFO Asian Credit Fund LLC (hereinafter referred to as ACF) in the course of its activities.
- 2.2. The Policy in ACF has been developed in accordance with the Law of the Republic of Kazakhstan “On Microfinance Activities” and the “Rules for Provision of Microcredits, Disclosure of Information and Consideration of Appeals from Clients of Microfinance Organizations”, approved by Resolution No. 51 of the Agency’s Management Board dated 28 August 2025.
- 2.3. The Policy aims to ensure transparency, good faith and protection of the rights and interests of the clients in the course of its microfinance activities.
- 2.4. The Policy aims to generate in ACF employees the principles of creating the objective conditions for reducing frequency of the dishonest actions in performance of their direct duties.
- 2.5. ACF strictly adheres to the principles of openness, reliability and completeness of the information provided about its activities and all microcredit terms and conditions, and complies with all requirements of the legislation of the Republic of Kazakhstan.
- 2.6. The provisions of the Policy apply for the purposes of:
 - ensuring compliance with the rights and legitimate interests of the Clients who are the recipients of the financial services provided by ACF;
 - warnings about unfair practices in ACF interactions with the Clients;
 - timely and objective consideration of the Clients applications and complaints;
 - improving quality of the financial services in interaction between ACF and its Clients;
 - improving the financial literacy of the Clients and their awareness of the activities of ACF;
 - forming and maintaining a positive image of ACF in the financial services market.
- 2.7. ACF prioritizes the interests of its Clients over its own interests when conducting its activities. ACF shall not be entitled to give priority to the interests of one Client or group of the Clients over the interests of another Client (other Clients).
- 2.8. The Policy is mandatory for all ACF employees and authorized agents when providing the microfinance services on behalf of ACF.
- 2.9. The Policy is publicly available, published on the official website of ACF and also posted in the Company’s offices.
- 2.10. ACF states that:
 - ACF is guided in its work by the principles of Honesty, Openness, Good Faith and Respect. ACF shall not abuse its rights and (or) infringe upon the interests of the Clients;
 - ACF prioritizes the interests of its Clients over its own interests when conducting its activity;
 - ACF shall not be entitled to give priority to the interests of one Client or group of the Clients over the interests of another Client (other Clients).
 - In all other matters not covered by this Policy, ACF shall be guided by the provisions of the microcredit agreement and the applicable laws of the Republic of Kazakhstan, in particular, the provisions of Law No. 56-V of the Republic of Kazakhstan dated 26 November 2012 “On Microfinance Activities”.

3. Rules of Providing the Clients with the Information.

- 3.1. The activities of ACF are based on prioritising its Clients and providing them with high-quality, convenient and accessible financial services using the modern technologies.
- 3.2. ACF consistently adheres to the principles of openness, reliability and completeness of the information provided about its activities and all microcredit terms and conditions, and complies with all requirements of the legislation of the Republic of Kazakhstan.

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- 3.3. ACF guarantees to provide the Client with complete, understandable and reliable information about all microcredit terms and conditions and the provisions of the Agreement prior to its signing. The Company also undertakes to respond to the Clients' questions in a timely and comprehensive manner, providing them with all the information necessary to make an informed decision.
- 3.4. ACF shall, within 3 (three) working days from the date of the relevant decision in accordance with the rules for granting microcredits, inform the client of granting or refusal to grant a microloan, indicating the reasons for the refusal, in the manner provided for by the Policy.
- 3.5. The information subject to disclosure by ACF is communicated to the clients in accordance with the following principles:
- on equal terms and to the same extent for both current and potential Clients;
 - at no cost to the Client;
 - relevance of the information as of the date of provision and in accordance with the Client's request;
 - in the language preferred by the Client (Kazakh or Russian);
 - taking into account the individual characteristics of the Client, including visual and hearing impairments, if ACF is notified of such characteristics in advance;
 - in a clear and accessible manner, providing the explanations of the specialized terms (if any);
 - accurate and complete, disclosing the full cost of the microloan and other essential terms of the Agreement prior to its conclusion;
 - in a timely manner and at all stages of interaction, both prior to conclusion of the contract and during its term;
 - sufficiency of the information to enable the client to understand whether ACF microloan is suitable for them, based on their financial situation and objectives;
 - with the obligation to provide the Clients with the explanations and answers to all their questions related to the terms and conditions of microcredit provision;
 - without exerting pressure or using the incentives that encourage the Clients to rush into concluding the Agreement, giving them sufficient time to familiarise themselves with the terms and conditions and make an informed decision;
 - with mandatory notification of the Clients at the initial consultation stage about their rights, the procedure for filing a complaint, and the available channels for appeal;
 - through the channels that are convenient and accessible to the Client;
 - in case of the information provided on paper using the legible fonts and formats.
- 3.6. The information to be disclosed to the client when granting a microcredit:
- information about the terms and conditions of microcredit provision and a list of the documents required for concluding the Agreement;
 - microcredit granting term;
 - maximum microcredit amount;
 - the remuneration rate in annual per cent or as a fixed amount, the amount of the remuneration rate in a reliable annual effective comparable calculation (real value), as well as the amount of overpayment on the microcredit as of the date of the Client's request;
 - the amounts of the fees and other expenses related to obtaining and servicing (repaying) a microcredit, in favour of ACF;
 - draft repayment schedules (using differentiated payments and annuity payments);
 - information about the Client's liability and possible risks in the event of failure to fulfil the obligations under the Agreement;
 - information on liability of the pledgor, guarantor, surety and other persons who are the parties to the Microcredit Security Agreement;

- information about the Client's rights to appeal to MFO, the ombudsman or the court;
- information about the Client's right to refuse to sign the Agreement and any consequences of doing so;
- information on how the Client can ask the questions, obtain the explanations and request additional information;
- consultations on the issues arising for the Client;
- at the client's request - a draft microcredit agreement.

- 3.7. During the term of the microcredit agreement, ACF shall, at the request of the Client (borrower) or pledgor (in compliance with the requirements for disclosure of microcredit information provided for by the Law), within 3 (three) working days from the date of receipt of the request, provide them in writing or in the manner provided for in the microcredit agreement with the information about (on):
- 1) the amount of money paid to ACF;
 - 2) the amount of overdue debt (if any);
 - 3) outstanding debt;
 - 4) amounts and dates of the instalment payments.
- 3.8. At the request of the Client, after full repayment of the microcredit debt, ACF shall, free of charge, within no more than 3 (three) working days from the date of receipt of the request, provide in writing or in the manner provided for in the microcredit agreement, a certificate of no outstanding debt.
- 3.9. At the request of the Client, ACF shall provide, free of charge, within no more than 3 (three) working days, no more than 1 (one) time per month, the information in writing or in the manner provided for in the microcredit agreement on distribution of the Client's (borrower's) incoming funds to repay the debt under the microcredit agreement.
- 3.10. Upon the Client's request for partial or full early repayment of the money provided by ACF under the microcredit agreement, ACF shall, free of charge, within no more than 3 (three) working days, in writing or by the method provided for in the microcredit agreement, inform the Client of the amount to be repaid.
- 3.11. If stipulated in the microcredit agreement, ACF shall from time to time provide the client with the information specified in Clause 3.7 of the Policy, in the manner provided for in the microcredit agreement.
- 3.12. The information specified in Clauses 3.7, 3.8, 3.9 and 3.10 of the Policy shall be provided with an indication of the principal amount, remuneration, liquidated damages (fine, penalty) and other amounts payable.
- 3.13. The information subject to disclosure by ACF is posted on the official website:
- ✓ ACF license;
 - ✓ Rules for granting the microloans, including this Policy;
 - ✓ Microcredit agreement accession;
 - ✓ Microcredit application form and consent to the collection and processing of the personal data;
 - ✓ Regulations on processing of the Clients' personal data;
 - ✓ Applications Processing Policy;
 - ✓ Terms and conditions for settling the borrower's debt.
- The information on the website is available around the clock in Kazakh and Russian.
- 3.14. ACF does not allow provision of any information to the Clients that may mislead them regarding the subject matter of the Agreement being concluded or create the possibility of ambiguous interpretation of the microcredit terms and conditions. Use of small fonts, hidden wording or any

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other techniques that may hinder understanding of the terms and conditions or distort the Client's perception of the information is strictly prohibited.

3.15. Provision of the advertising information.

- Advertising of the microfinance services shall be carried out in accordance with the requirements of the Law of the Republic of Kazakhstan "On Advertising", with mandatory compliance with the requirements, in particular, to indicate the number and authority that issued the licence to carry out the microfinance activities, to indicate the Annual Effective Rate of Return, when placing the advertisements containing the interest rate, ensuring that the clients are informed of their liability in the event of failure to fulfil their obligations under the microcredit agreement (with the exception of the advertisements on radio and television).
- The main principles for providing the advertising information are good faith, completeness and accuracy of the information provided.
- Advertising information is presented in such a way as not to abuse the trust of the microfinance services recipient.

3.16. For the convenience of obtaining the necessary information, ACF provides the following free communication channels:

- Company Offices
- Hot Line 5061
- WhatsApp +7 771 765 3982
- E-mail: info@acfund.kz
- Book a callback on the ACF website www.asiancreditfund.com

4. Procedures and special features of providing the services to the persons with disabilities and people with reduced mobility

- 4.1. ACF provides the financial services to the persons with disabilities and people with reduced mobility (hereinafter referred to as the PD and PRM) in accordance with the requirements of the legislation of the Republic of Kazakhstan, regulatory legal acts of the Agency of the Republic of Kazakhstan for Regulation and Development of Financial Market, as well as the national standard for ensuring accessibility of the financial institutions' branches for provision of the services to the PD and PRM.
- 4.2. The services are provided to the PD and PRM based on the principles of non-discrimination, equal access, accessibility of the information and consideration of the individual client needs.
- 4.3. ACF takes the measures to ensure accessibility of the PD and PRM services, including:
 - organizing unimpeded access to the premises of ACF or alternative means of service in the event of physical inaccessibility;
 - providing the information about the terms and conditions of service provision in a clear and accessible manner;
 - priority service for the PD and PRM when visiting ACF branches, if necessary.
- 4.4. When servicing the PD and PRM, ACF employees are required to:
 - interact with the clients in a polite and friendly manner;
 - provide complete and accurate explanations of the terms and conditions for provision of the microfinance services;
 - comply with the requirements of the legislation on protection of the rights of the consumers of the microfinance services and on protection of the personal data.
- 4.5. Provision of the PD and PRM with the services with participation of an authorised representative is permitted if there are the documents confirming the powers of the authorised representative,

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drawn up in accordance with the requirements of the legislation of the Republic of Kazakhstan and the internal documents of ACF.

- 4.6. When providing the services with participation of an authorised representative, ACF ensures:
- verification of the authorities of the authorised representative;
 - identification of the client and authorised representative in accordance with the established procedures;
 - compliance with confidentiality and personal data protection requirements;
 - recording the fact of service with participation of an authorised representative in accordance with the internal procedures of ACF.

5. Rules and requirements for ACF employees interacting with the Clients

- 5.1. ACF adheres to a transparent and orderly approach in its interaction with the Clients, based on the requirements of the legislation of the Republic of Kazakhstan, internal policies and rules, as well as the principles of ethics, respect and responsibility.
- 5.2. ACF shall, in a mandatory manner, carry out appropriate verification and identification of the Client (its representative) and the beneficial owner before establishing the business relations with them. Verification is carried out in accordance with the requirements of the applicable legislation of the Republic of Kazakhstan and internal regulatory documents of ACF, in particular, in accordance with the Law of the Republic of Kazakhstan “On Anti-Money Laundering/Combating the Financing of Terrorism”, the Law of the Republic of Kazakhstan “On Microfinance Activities”, the Internal Control Rules for Anti-Money Laundering/Combating the Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction of MFO Asian Credit Fund LLC and other policies and regulations.
- 5.3. ACF cares about its Clients and makes every effort to protect them from the risk of fraud. ACF investigates all cases of fraud encountered by our Clients and brought to our attention. If, as a result of the investigation, it becomes known that a microcredit was issued to a Client without his/her knowledge/consent and a fraudulent scheme was used, ACF will write off the client’s entire debt, make the appropriate adjustments to the Credit Bureaus, and independently contact the law enforcement authorities.
- 5.4. ACF is aware of its responsibility to check the financial capacity of a Client to obtain a microcredit in order to avoid over-indebtedness and serious financial difficulties for a Client.
- 5.5. ACF pays special attention to checking the financial capacity of a Client (including calculating the debt burden ratio). This verification is carried out strictly in accordance with the requirements of the Rules for calculating and setting the maximum debt load ratio for the borrowers of the organization engaged in the microfinance activities, approved by Resolution of the Management Board of the National Bank of the Republic of Kazakhstan dated 28.11.2019 No. 215. ACF also calculates the borrower’s debt-to-income ratio in accordance with Resolution No. 192 of the Management Board of the National Bank of the Republic of Kazakhstan dated 14 November 2019 “On approval of the prudential standards and other norms and limits mandatory for compliance by the organizations engaged in the microfinance activities, and the methodology for their calculation”.
- 5.6. ACF has the right to make audio and/or video recordings of interactions with a Client for the purpose of monitoring the service quality.
- 5.7. ACF is obliged to use the methods of interaction agreed upon in the Agreement with a Client to provide information to a Client.
- 5.8. Employees who interact with the clients shall possess the information necessary to perform their job duties as provided for in their employment contract and internal documents of ACF.
- 5.9. Employees are required to be familiar with the rules for disclosure of the information, standards of ethical conduct and procedures for identifying unfair practices.

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- 5.10. The Loan Officers shall be proficient in the methods of assessing the borrowers' solvency and be guided in their work by the "know your client" rule and the "do no harm" strategy.
- 5.11. ACF regularly trains the employees who interact with the clients, including on improving client service, ethical issues and preventing unfair practices, and takes other measures to ensure a high professional level of its employees.
- 5.12. The subdivisions heads are responsible for the targeted and systematic implementation of ACF policy on employee training, including those who interact directly with the Clients.
- 5.13. The structure, tasks, functions and powers of ACF officials and structural divisions involved in the process of reviewing the complaints and compensating the clients are defined by the Regulations on Departments and job descriptions of ACF employees.

6. Prohibited Practices in Lending

- 6.1. ACF employees shall be prohibited to:
 - Use the aggressive sales tactics and pushy service. The decision to obtain a microcredit shall be made solely on the basis of the client's voluntary expression of will;
 - Use their position at ACF to promote the personal interests, including those of the friends and relatives, to the detriment of the interests of ACF and the client, or allow personal interests to influence the objectivity and impartiality of the judgements and conflict with the interests of the client and ACF.
 - Engaging in sexual or moral harassment, insults, humiliation, intimidation, shouting, coercion, deprivation of the possibility to gain income; restricting physical freedom, using physical force, violating privacy of the clients; entering the client's home/place of business without his/her consent;
 - Acquire collateral property belonging to the clients by employees of ACF and their relatives;
 - Distribute any information about the clients (financial, marital status, etc.). All client information is confidential and is used strictly within the scope of ACF business purposes and the employee's authority.
 - Accepting the gifts from the clients (in cash or non-cash form) for themselves, their family, or relatives; as well as giving the gifts/providing the loans for the purpose of obtaining the benefits.
- 6.2. Violation of the provisions of this section shall entail disciplinary liability in accordance with the Labour Code of the Republic of Kazakhstan and internal documents of ACF, up to and including dismissal.

7. Fraud

- 7.1. ACF regularly informs all employees that any fraud when working with the Clients is unacceptable.
- 7.2. ACF employees shall be prohibited to:
 - Commit any actions involving fraud, abuse of trust, forgery of the documents/signatures or falsification of the client data (collateral, solvency, etc.)
 - Disclose the client or service information to the third parties (including other employees who are not authorized to access it).
 - Receive remuneration in any form from a Client in exchange for receiving a microcredit or any other benefit;
- 7.3. In the event of suspected fraud/corruption/disclosure of the confidential information, ACF employee is obliged to immediately notify his/her immediate supervisor.

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7.4. In the event of suspected fraud on the part of an employee, ACF undertakes to conduct an investigation, and based on its findings, disciplinary measures may be applied to the employee, up to and including dismissal and referral of the case to the law enforcement authorities.

8. Consideration of the client applications and complaints

- 8.1. ACF ensures timely, comprehensive and objective consideration of the client applications and complaints submitted with the aim of protecting their rights and legitimate interests.
- 8.2. The applications are considered on the basis of the principles of **legality, honesty, transparency, fairness, timeliness, respect and equality of the applicants' rights, as well as ensuring confidentiality** of the information contained in the application.
- 8.3. The receipt, registration, processing and recording of the applications are carried out in accordance with the **Applications Processing Policy of MFO Asian Credit Fund LLC**, posted on the official website of ACF and on the information board in each branch.
- 8.4. Refusal to consider an application is permitted only in cases where:
 - The application is anonymous, except in cases where it contains the information about the criminal offences being planned or committed, or threats to state or public security. Such application shall be immediately forwarded to the state authorities in accordance with their competence.
 - An application that does not state the essence and subject matter
 - An application contains profanity, threats to the life, health or property of the employees and third parties.

In all other cases, refusal to accept and consider the applications is not permitted.

- 8.5. ACF handles the written applications received by personal delivery, sent by post, email, as well as the verbal applications made by telephone or in person by the company client.
- 8.6. ACF accepts the applications in the language convenient for the client, Kazakh or Russian.
- 8.7. ACF accepts the applications through various channels, most of which are free of charge:

Written Application Channels:

- ✓ Application form at the office (submitted to the office supervisor/via Kazpost JSC)
- ✓ Entry in the book of complaints and suggestions
- ✓ E-mail info@acfund.kz
- ✓ Book a callback on the website www.asiancreditfund.com

Verbal Application Channels:

- ✓ Business WhatsApp +7 771 765 3982
- ✓ Hotline from a mobile phone 5061

- 8.8. Each application (written or verbal) is registered by the Quality Assurance and Client Support Department and assigned an incoming number.
- 8.9. The application from the Client received verbally (by telephone or in the office) are considered by the employees immediately, and if possible, a response to the client's verbal request is provided immediately. If a verbal application cannot be resolved immediately, it shall be submitted by the client in writing and shall be handled as a written request. The client shall be informed about the necessary procedures for receiving a response and the time limit for reviewing such requests.
- 8.10. Client applications received through ACF information systems, including its website, shall be registered in accordance with the procedure established by ACF internal documents. For these purposes, the specified information systems provide easily recognisable and accessible functionality for the client, enabling them to submit the applications. When considering an application/complaint, ACF may request the additional information and documents from the client if the information provided is insufficient for consideration.
- 8.11. The time limit for considering a client application shall not exceed 15 (fifteen) working days from the date of receipt of the application by ACF. If it is necessary to establish the facts relevant to

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proper consideration of the application, the period for consideration of the application shall be extended by 15 (fifteen) working days, and the client shall be notified of the extension within 3 (three) working days from the date of extension of the period for application consideration.

- 8.12. A written response to the client, signed by an authorized person, regarding the results of consideration of the complaint shall be provided in the language of the complaint and shall contain reasonable and justified arguments in response to the complaints made by the client.

9. Assistance to the Clients in settling the overdue debts

- 9.1. ACF cares about the financial well-being of its Clients, therefore, it regularly conducts the procedures to settle overdue debts on an individual basis when the situations arise that make it difficult for our Clients to fulfil their obligations under the Agreement.
- 9.2. ACF considers all requests regarding debt settlement sent to the email address info@acfund.kz or submitted via the Company's website (request form at www.asiancreditfund.com).
- 9.3. Depending on the circumstances and on an individual basis, ACF has the right to offer a Client the following options for settling the overdue debt:
- ✓ decrease in the remuneration rate or the amount of remuneration under the agreement;
 - ✓ deferral of payment on the principal and/or interest;
 - ✓ change in the method of debt repayment or the order of debt repayment, including repayment of the principal as a priority;
 - ✓ change in the term of the microcredit;
 - ✓ forgiving the overdue principal debt and/or interest, cancellation of the liquidated damages (fines, penalties) on microcredit.
- 9.4. All procedures related to notifying a Client of overdue debt, interacting with a Client in the event of a delay, and the procedure for notifying the assignment of the rights (claims) under a microcredit agreement are regulated by a separate internal document of ACF — “Procedures for settling the microcredit debts and restructuring microcredits”. This document was developed in accordance with Clauses 18, 19 and 21 of the Rules for Provision of Microcredits, Disclosure of Information and Consideration of Appeals from Clients of Microfinance Organizations approved by the Agency of the Republic of Kazakhstan for Regulation and Development of Financial Market.
- 9.5. When considering the Client's application to amend the provisions of Microcredit Agreement, ACF shall be guided by the requirements of the Rules for calculating and setting the maximum debt load ratio for the borrowers of the organization engaged in the microfinance activities, approved by resolution of the Management Board of the National Bank of the Republic of Kazakhstan dated 28.11.2019 No. 215.
- 9.6. The response to the Client shall be provided in the language in which the application or request was received.
- 9.7. Failure by the Client to provide the requested documents confirming occurrence of the circumstances hindering performance of the obligations under the Agreement shall be the basis for suspending consideration of the application until the necessary documents are provided.
- 9.8. ACF is a member of the Association of Microfinance Organizations of Kazakhstan (AMFOK) and cooperates with it on the issues related to protecting the client rights and resolving the disputes. The Client has the right to send an application (complaint) regarding interaction with ACF directly to AMFOK, the microfinance ombudsman, who will consider the application (complaint) in accordance with the established procedure.

10. Information Confidentiality

- 10.1. The information security and protection of the Clients' personal data are among key priorities of ACF. Recognizing the importance and necessity of continuous development, ACF systematically improves the measures and tools to ensure information security.
- 10.2. ACF strictly complies with the legislation of the Republic of Kazakhstan in the field of information security and data confidentiality, including the requirements for protection and processing of the Clients' personal data.
- 10.3. ACF has a number of the internal policies and procedures in place to ensure a high level of the information security. Including: Information Security Policy of MFO Asian Credit Fund LLC, Rules for ensuring security of the protected information, processing the personal data and classifying the protected information of MFO Asian Credit Fund LLC as well as other internal documents.
- 10.4. ACF takes the necessary technical and organizational measures to protect the personal data of the Clients. These measures are aimed at preventing unauthorized or accidental access to the information, its destruction, alteration, copying, distribution and other unlawful actions by the lawbreakers.
- 10.5. The Client has the right to request that ACF provide access to their personal data transferred to ACF, as well as to correct, adjust, block or restrict processing of such data in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

11. Control Procedures

- 11.1. The Product Development and Project Support Department, Quality Assurance and Client Support Department, as well as the directors of the corresponding subdivisions shall control compliance with this Policy. As a part of the control process, the Controlled Purchases may be carried out, if necessary, in accordance with the Controlled Purchase Rules, in order to assess compliance with the established service standards and requirements of this Policy.
- 11.2. The Quality Assurance and Client Support Department regularly analyses and evaluates the quality of client interactions, including conducting the Controlled Purchases to objectively verify the quality of client service, assessing employee skills and evaluating employee compliance with the internal procedures.
- 11.3. The Quality Assurance and Client Support Department presents the results of the analysis (assessment), including the results of the measures taken in accordance with the Controlled Purchase Rules, to the Chairman of the Management Board.
- 11.4. In the event of the violations of the internal rules and procedures committed in the course of working with the Clients or providing microcredit, including handling the applications (complaints), the relevant employees and/or subdivision heads shall be subject to the disciplinary measures provided for by the Labour Code of the Republic of Kazakhstan and the Company's internal documents (job descriptions, etc.).

12. Final Provisions

- 12.1. This Policy shall be communicated to all ACF employees, including those involved in client interaction.
- 12.2. ACF has the right to unilaterally amend this Policy by posting its updated revision on the official ACF website and in the Client service areas. The specified changes shall come into force on the date of their publication, unless another date is specified in the amended revision of the Policy.
- 12.3. This Policy is approved and enacted by the decision of the Chairman of the Management Board of ACF.

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